



Canadian Union of Public Employees Local 3260

BYLAWS

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PREAMBLE

This Union has been formed in order to improve the social and economic welfare of its' members without regard to sex, race, ethnic origin, ability, age, class, religion, language, **sexual orientation, gender identity** and also to promote efficiency in public employment and to manifest its' belief in the value of unity in the Canadian Union of Public Employees (hereafter referred to as CUPE).

The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 – NAME

The name of this Local shall be: Canadian Union of Public Employees, Local 3260.

SECTION 2 – OBJECTIVES

The objectives of the Locals are to:

- (a) secure adequate remuneration for work performed and generally advance the economic and social welfare of its' members and of all workers;
- (b) support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- (c) provide an opportunity for its' members to influence and shape their future through free democratic trade unionism; and
- (d) encourage the settlement by negotiation and mediation of all disputes between the members and their Employers.

SECTION 3 – MEMBERSHIP MEETINGS, REGULAR AND SPECIAL

- (a) Regular Membership meetings shall be held at least once every four (4) months during the school year. The Vice-President (**VP**) may call additional meetings.
- (b) Special Membership meetings may be ordered by the Executive or requested in writing by no fewer than twenty-five percent (25%) of the Membership. The President shall immediately call a Special Membership Meeting when so ordered or requested and shall see that all CUPE Local 3260 Members receive at least twenty-four (24) hours notice of the Special Membership Meeting and the subject(s) to be discussed. Business transacted at the Special Membership

Meeting shall only be that which is declared in the notice given for the specified Special Membership Meeting.

- (c) A quorum for the transaction of business at any Regular or Special Membership Meeting shall be twenty-five percent (25%) of the Membership and two (2) members of the Executive.
- (d) The Annual General Meeting (AGM) shall coincide with the **PEI Teachers' Federation** PEITF Annual Business Day. The Executive will decide the location where suitable facilities are available.

Professional Development days and Joint Staff days could be held with one (1) meeting in the Central East/East Area and one (1) meeting in the Central West/West.

The Education Committee in conjunction with the Executive will decide the location of the Professional Development days.

- (e) No other professional development shall be scheduled the same day as the Annual General Meeting (AGM) where voting may take place.
- (f) All membership meetings will follow the following agenda.

The President will chair the meeting and follow this order of business:

1. **Acknowledgment of Indigenous Territory**
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Reading of the minutes
6. Matters arising from the minutes
7. Secretary-Treasurer's Report
8. Communications and bills
9. Executive Committee Report
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business
14. Good of the Union
15. Adjournment

SECTION 4 – VOTING OF FUNDS

Except for ordinary expenses and bills as approved at membership meetings, no sum over five hundred (\$500) dollars shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE.

No monies over five hundred (\$500) dollars shall be released until a membership vote following a notice of motion made at a previous regular membership meeting.

Proceeds from the 50/50 draws held at any **CUPE** Local 3260 events will go to the CUPE Local 3260 **bursaries**.

SECTION 5 – OFFICERS OF THE LOCAL

The Officers of CUPE Local 3260 shall be the President, First Vice-President, Secretary-Treasurer, Recording Secretary, Past President, three (3) Trustees, Sergeant-at-Arms and **six (6)** Vice-Presidents (one of which will be the First Vice-President). All Officers shall be elected by the Membership at the Annual General Meeting (AGM), excluding Past President and Vice-Presidents. The Vice-Presidents shall be elected in their respective areas prior to the Annual General Meeting (AGM). The First Vice-President will be elected at the first Executive Meeting following the Annual General Meeting (AGM).

SECTION 6 – EXECUTIVE

(a) Composition

The Executive shall be composed of the President, First Vice-President, Secretary-Treasurer, Recording-Secretary, Past President (ex-officio) and **six (6)** Vice-Presidents (one of which will be the First Vice-President).

(b) Meetings

The Executive shall meet at least every **six (6) weeks**; minimum eight (8) times per year. The Executive may schedule additional meetings as is necessary to properly carry out the affairs of the Local. One general summary of the meeting shall be sent to the membership following each Executive meeting.

(c) Quorum

A simple majority of the Executive constitutes a quorum.

(d) Duties

The Executive and Committee members will endeavor to:

- work to the best of their ability as a team player and as effectively as possible;
- arrange for representation of CUPE Local 3260 at any appropriate and available educational seminar or conference, and submit recommendations accordingly to the Executive;
- refer to and follow guidelines and policies set out in the following areas: Gifts and Donations Policy, Technology Policy, and the Education Policy;
- revise and update policies yearly as needed. Changes to policies will be shared each year at the Annual General Meeting (AGM) (Appendix “B”, “C”, “D”, and “E”).

(e) Charges

Any charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

(f) Vacancy

- i. If a vacancy of less than three (3) months occurs during a term of office, the Executive shall appoint a replacement from within the Executive on a temporary basis **at their next regular meeting**;
- ii. If a vacancy of more than three (3) months occurs during a term of office, the Membership shall elect a replacement at a By-Election. In a situation where elections are held and no one stands as a candidate to a position, CUPE Local 3260 shall try again and re-open nominations; and
- iii. Should any Executive Member fail to answer the roll-call for three (3) consecutive Regular Executive meetings or three (3) consecutive Membership meetings without having just cause, their office shall be declared vacant and filled at the next meeting.

(g) Following the Annual General Meeting (AGM), the Executive will determine which schools in the Public Schools Branch (PSB) and La Commission scolaire de langue française (CSLF) each **Vice-President (VP)** will represent for the following school year.

(h) **Once** per year or as needed the four **(4)** Education Sector Locals **will** meet to coordinate work; the Executive will determine who will attend these meetings and provide reports and updates from their Local.

(i) There are **three (3)** Committees; the Calendar Committee, the Employee Assistance Program Committee (EAP) **and the Pension Committee** that are

initiated by the Employer **and** require an Education Sector representative; who will represent CUPE Local's 1145, 1770, 1775 and 3260. Every three (3) years names will be submitted and voted at the CUPE Local 3260 Annual General Meeting (AGM). The **successful** name will be **voted on by all four (4) CUPE Education Locals at a later date**. The following are the duties and term of each committee;

- i. **Calendar Committee –The school calendar list professional learning days, holidays, and other days when your child may not have school. This school calendar is created by the Department of Education and Lifelong Learning in partnership with the Public Schools Branch (PSB), La Commission scolaire de langue française (CSLF), PEI Teachers' Federation (PEITF), Canadian Union of Public Employees (CUPE), and the PEI Home and School Federation.** The mandate of this committee is to approve calendars for school years and to identify guiding principles. The CUPE representative on this committee will meet as required/requested by the joint advisory committee and report to each Local after each meeting to keep the Local updated and informed.
- ii. **Employee Assistance Program (EAP) Committee – There shall be an Advisory Committee composed of representatives from: the Government of Prince Edward Island; the Regional Health Authorities; the Department of Education; the Union of Public Sector Employees (UPSE); the PEI Teachers' Federation (PEITF); the Canadian Union of Public Employees (CUPE); the PEI nursing Union (PEINU); the International Union of Operating Engineers (IUOE), as well as the Employee Assistance Program (EAP) Coordinator/staff as advisors.** The mandate of this committee is outlined in the Employee Assistance Program **(EAP)**Handbook. The Representative will meet as required/requested by the **Joint Advisory Committee**, report to each Local after each meeting to keep the Locals updated and informed, be knowledgeable about the program and the referral procedure, encourage members to use the **Employee Assistance Program EAP** and maintain a strict level of confidentiality with all cases.
- iii. **Pension Committee - Shall be composed of representatives from the Government of Prince Edward Island; the Union of Public Sector Health Employees (UPSE); The Canadian Union of Public Education and Health Employees (CUPE); The PEI Teachers' Federation (PEITF); as well as the Members of the Legislative Assembly (MLA) of Prince Edward Island.**

SECTION 7 – DUTIES OF OFFICERS

All signing Officers of **CUPE** Local 3260 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(a) *The President shall:*

- enforce the CUPE Constitution and **the CUPE Local 3260** Bylaws;
- preside at Special Membership meetings, Annual General meetings and Executive meetings and preserve order;
- **inspect and record all property and assets of CUPE Local 3260 once a year;**
- decide all points of order and procedure (subject always to appeal from the Membership);
- have a vote on all matters (except appeals against their rulings);
- in the case of a tie vote, the motion is lost or the Executive may refer it to a Membership Meeting;
- ensure that all **Officers** perform their assigned duties;
- fill Committee vacancies where elections are not provided for;
- introduce new members and conduct them through the Initiation Ceremony;
- **sit** on the Labour Management Committee;
- have first preference as a delegate to the CUPE National Convention;
- have the option to attend any convention/conference to which the Executive decides to send delegate(s); and
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

(b) *The First Vice-President shall:*

- if the President is absent or incapacitated, perform all duties of the President; if the office of the President falls vacant, they shall be the Acting President until a new President is elected;
- render assistance to any member of the Executive as directed by the Executive;
- on termination of office, surrender all books, records and other properties of **CUPE Local 3260** to their successor.

(c) *The Recording Secretary shall:*

- keep full, accurate and impartial accounts of the proceedings of all Regular or Special Membership and Executive meetings and the Annual General Meeting (AGM). These records must also include a copy of the full financial report and the written financial report

presented by the Secretary-Treasurer. The record will also include Trustees reports.

- send approved minutes to the **President, Secretary-Treasurer and Trustees** after each Executive meeting;
- **inspect and record all property and assets of the CUPE Local 3260 once a year;**
- **send membership approved Bylaws to CUPE PEI Administrative Assistant;**
- answer correspondence and fulfill other secretarial duties as directed by the Executive;
- provide a report on correspondence to the Executive;
- file a copy of all letters sent out and keep on file all communications;
- have all records ready on reasonable notice for Auditors and/or Trustees;
- preside over Special Membership and Executive meetings in the absence of both the President and First Vice-President;
- be empowered, with the approval of membership, to employ necessary clerical assistance to be paid out of the CUPE Local 3260's funds; and
- on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.

(d) *The Secretary-Treasurer shall:*

- provide a financial report at each Executive Meeting;
- receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments and deposit promptly all monies into a bank or credit union;
- **inspect and record all property and assets of the CUPE Local 3260 once a year;**
- prepare all CUPE National Per Capita Tax Forms and remit payment no later than the 15th day of each month;
- record all financial transactions in a manner acceptable to the Executive and in accordance with Good Accounting Practices;
- make all books available for inspection by the Auditors and/or Trustees on reasonable notice and have the books audited annually;
- provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE National;
- maintain and organize all financial records including all documents, authorizations, invoices, and vouchers for all payments made
- be removed from office immediately and a new replacement be elected, if the Secretary-Treasurer does not qualify to be bonded;

- respond in writing and within a reasonable time to any concerns or recommendations in the written report made by the Trustees as set out in Article B.3.12(a) of the CUPE Constitution.
- be present as the ex-officio at the first six (6) month audit for the Trustees;
- sign all cheques and ensure that CUPE Local 3260's funds are used only as authorized or directed by the CUPE Constitution, **CUPE Local 3260** Bylaws or vote of the Membership;
- designate a Signing Officer in consultation with the Executive, during prolonged absences;
- be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by CUPE Local 3260;
- make a written financial report to the Annual General Meeting (AGM), detailing all income and expenditures for the period; and
- maintain a log book of all motions by the Executive; **and**
- **on termination of office, surrender all books, records and other properties of CUPE Local 3260 to their successor.**

(e) *The Trustees shall:*

- act as an Auditing Committee on behalf of the Members and audit the books and accounts **for the fiscal year** of the Secretary-Treasurer, the Recording Secretary and the Committees at least **three (3) times per year**;
- report their findings in writing to the Annual General Meeting (AGM) following the completion of the audit;
- use audit forms supplied by the CUPE National Office and send a copy of each yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution. **A** copy must be sent to the National Servicing Representative;
- ensure that monies are not paid out without proper CUPE Constitution or Membership authorization;
- ensure that proper financial reports are made to the Membership;
- audit the record of attendance;
- be responsible for Credentials at the Annual General Meeting (AGM) and any other meetings as requested by the Executive;
- ensure that the Secretary-Treasurer meets the requirements of Articles B.3.6 and B.3.7 of the CUPE Constitution; **and**
- make a written report of recommendations or concerns **regarding** how the Secretary-Treasurer keeps the financial records, funds and

accounts of CUPE Local 3260. The report will be sent to the President and Secretary-Treasurer.

(f) *The Sergeant-at-Arms shall:*

- guard the inner door at **Membership** meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present;
- perform such other duties as may be assigned by the Executive from time-to-time.

(g) *Vice-Presidents shall:*

- hold Membership **meetings** at least every four (4) months per school year;
- hold additional meetings when needed;
- attend **Executive meetings** regularly to report on their Membership **meetings**;
- keep member's contact information(personal emails and phone numbers)up to date;
- maintain an email group list for **their** area members;
- send out area updates to members when needed;
- voice the wishes and concerns of the area members to the Executive;
- represent the area members with the Employer;
- sit on the Labour Management Committee;
- attend Employer's Board of Directors and/ or Trustees **meetings** in their respective area;
- keep a record of membership attendance for all meetings; **and**
- **on termination of office surrender all books, records and other properties of CUPE Local 3260 to their successor.**

(h) *Past-President (1-year term) (ex-officio Executive Member) shall:*

- support the incoming Executive;
- assist the new President in their duties;
- attend the Executive Meetings;
- **have a voice, but does not vote at any Executive meeting; and**
- **on termination of office surrender all books, records and other properties of CUPE Local 3260 to their successor.**

SECTION 8 – NOMINATIONS, ELECTIONS & INSTALLATION OF OFFICERS

(a) Nominations:

- i. Nominations shall be received at the Annual General Meeting (AGM). To be eligible for nomination, a member must be in good standing.
- ii. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed themselves to be replaced at the meeting with their consent in writing, duly witnessed by another member.
- iii. Nominees will have two minutes to speak to membership.

(b) Elections:

- i. The Executive shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- ii. The Returning Officer shall be responsible for issuing, collecting and counting ballots. They must be fair, impartial and see that all arrangements are unquestionably democratic.
- iii. The voting shall take place at the Annual General Meeting (AGM). The vote shall be by secret ballot.
- iv. Voting to fill one (1) office shall be conducted, completed and recounts dealt with, before balloting may begin to fill another office.
- v. A majority of votes cast shall be required before any candidate can be declared elected. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next **Membership** meeting.
- vi. When two (2) or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- vii. Any member may request a recount of the votes for any election. A recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 3 (c) of **CUPE Local 3260 Bylaws**.

(c) Installation:

- i. All duly elected officers shall be installed at the Area **Meeting** at which elections are held and shall continue in office for two (2) years. Vice-Presidents for Public Schools Branch (PSB) Areas West, Central East **Urban** and La Commission scolaire de langue française (CSLF) shall be elected in odd numbered years. Vice-Presidents for **Public Schools Branch (PSB) Areas Central West, Central East Rural** and East shall be elected in even numbered years.
 - ii. The term of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.
- (d) By-Election:
- i. Should an office fall vacant pursuant to Section 6(f) of **the CUPE Local 3260 Bylaws** or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

SECTION 9 – OUT OF POCKET EXPENSES

- (a) Any expenses incurred as a result of Union Business shall be reimbursed after bills have been submitted and passed for payment at an Executive meeting.
 - i) A separate claim form **must** be submitted for each meeting/event.
 - ii) Claim forms are to be submitted no later than six (6) weeks after each meeting/event.
- (b) No member elected to the Executive or any Committee shall be paid wages at an hourly rate as part of their duties.
- (c) CUPE Local 3260 shall adopt one day per school week for our President or Executive alternate, as a CUPE Business Day and all expenses incurred be the responsibility of CUPE Local 3260.
- (d) Members performing business on behalf of the membership, and conducted on PEI, shall be paid the following:
 - i. meal allowance for breakfast (**7am-10am**) **twenty dollars (\$20)**;
 - ii. meal allowance for lunch (11am-1pm) **twenty-five dollars; (\$25)**;
 - iii. meal allowance for supper (4pm-6pm) **thirty-five dollars (\$35)**;
 - iv. child care – minimum wage, allowable above and beyond the normal hours of work **until eleven (11pm)** (with receipts); for any child under a member's care and when care is not available by the member's partner;

- v. **child care - committee members conducting CUPE Local 3260 business overnight (11pm-6am) will be entitled to an overnight expense of fifty (\$50);**
- vi. travel allowance based on **CUPE National** rates;
- vii. registration, if applicable;
- viii. wage replacement, if applicable;
- ix. an internet/data reimbursement **for committee members** of fifteen dollars (\$15) per day for virtual meetings, up to a maximum of one hundred dollars (\$100) per month;
- x. all other applicable costs (with receipts).

(e) Members performing business on behalf of the membership, out of province, shall be paid the following:

- i. CUPE National rates: meal allowance, travel allowance, per diem;
- ii. childcare – minimum wage allowance above and beyond the normal hours of work **until eleven (11pm)** (with receipt) **for any child under a member’s care and when care is not available by the member’s partner;**
- iii. **child care – committee members conducting CUPE Local 3260 business overnight (11pm-6am) will be entitled to an overnight expense of fifty (\$50);**
- iv. registration, if applicable;
- v. wage replacement, if applicable;
- vi. an internet/data reimbursement **for committee members** of fifteen dollars (\$15) per day for virtual meetings, up to a maximum of one hundred dollars (\$100) per month;
- vii. all other applicable costs (with receipts)

(f) The following Out of Pocket Expenses shall be paid to the following **Officers** for unreceipted expenses incurred in the year at the following rates at the Annual General Meeting (AGM) each year, after their term in office:

President	-One thousand dollars (\$1000) per annum;
Secretary-Treasurer	-Seven hundred and fifty dollars (\$750) per annum;
Recording-Secretary	-Seven hundred and fifty dollars (\$750) per annum;
*First Vice-President	-One hundred dollars (\$100) per annum;
Vice-Presidents	-Seven hundred and fifty dollars (\$750) per annum;
Past President	-Two hundred dollars (\$200) per annum; and
Trustee	-One hundred and fifty dollars (\$150) per annum.

*If the First Vice President steps into the duties of the President, two (2) or more times during their one (1) year term, they are paid an additional one hundred dollars (\$100).

- (g) An Officer serving less than 100% of their term shall be paid an Out of Pocket Expenses as per the percentage of their term served.
- (h) If there is a two (2) day CUPE School, attendees have the option to use one (1) return mileage paid out toward the cost of a hotel room. Attendees are responsible to pay the remaining cost of the hotel over and above their return mileage. A hotel receipt is required. If the CUPE Local 3260 school finishes the 1st day at 4 PM, the supper meal will be covered as per Section 9(d).
- (i) **Members doing an online CUPE education course would be eligible for the virtual allowance as Per Section 9 (d) ix and x.**

SECTION 10 – FEES AND DUES

(a) Initiation/Readmission Fee

Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation/readmission fee of **two (\$2)** dollars, which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

(b) Monthly Dues

- i. The Monthly Dues shall be one and eighty-five hundredths **percent**(1.85%) of monthly wages;
- ii. Changes in the levels of the Monthly Dues shall be affected only by following the procedure for amendment of **CUPE Local 3260** Bylaws (see Section 15), with an additional provision that the vote must be by secret ballot;
- iii. Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, **CUPE Local 3260** Bylaws shall be deemed to have been automatically amended to conform to the new CUPE Constitution minimum; and
- iv. Special assessments shall be levied in accordance with Article B4.2 of the CUPE Constitution.

SECTION 11 – DELEGATES TO CONVENTIONS/CONFERENCES

- (a) Except for the President, all delegates to conventions **and** conferences shall be chosen by the Executive.
- (b) All members attending out-of-province conventions, conferences and/or meetings on behalf of the membership shall be paid a meal allowance, and registration (if applicable) with receipts and a travel allowance based on the rates of CUPE National and all other applicable costs with receipts shall be paid.
- (c) **Child care shall be paid based on the rates of CUPE Local 3260.**
- (d) At the discretion of the Executive, a full delegation will be sent to conventions **and** conferences.
- (e) Delegates to conventions, conferences and Sector meetings shall be chosen on a rotational basis by the Executive. The rotational basis list shall be maintained by the Recording Secretary. **A** new Executive member **will** replace the previous Executive member at their current place on the list.

SECTION 12 – COMMITTEES

a) Standing Committees:

There shall be six (6) Standing Committees: Education Committee, Bylaws and Resolutions Committee, Health and Safety Committee, Membership Engagement Committee, and Making a Difference Award Committee.

All Members of the Standing Committees (except Making a Difference Award Committee) shall consist of one (1) elected Area Member from each of the five (5) areas, plus an Executive Liaison. The Area Member will be elected at the Area Meeting prior to the Annual General Meeting (AGM). Representatives from the Public Schools Branch (PSB) Areas West and Central East and La Commission scolaire de langue française (CSLF) shall be elected in odd numbered years and representatives from the Public Schools Branch (PSB) Areas Central West and East shall be elected in even numbered years.

The term of office shall be two (2) years.

The Members of each Standing Committee shall elect the Chairperson and Recording Secretary of each Standing Committee.

The Chairperson and the Executive may jointly appoint other Members to serve on a Committee.

In conjunction with the Executive, Committee Members shall meet and develop a mandate and policies.

i. *Education Committee:*

It shall be the duty of this Committee to:

- **provide the Executive with a draft Agenda for approval;**
- in conjunction with the Executive, decide the location of the Professional Development Days. Numbers will be calculated based on **membership;**
- plan and organize the events to be held during the Professional Development Days;
- assume their position **as newly elected Committee Members** after the Annual General Meeting (AGM); and
- **the** vacating Committee Members, **to** attend the first meeting following the Annual General Meeting (AGM).

ii. *Bylaws and Resolution Committee:*

This Committee shall consider all proposed amendments to CUPE Local 3260's Bylaws and shall submit its' report and recommendations to the Executive by the middle of February each year. This Committee shall also recommend **any** additional rules, as it deems necessary for the conduct of CUPE Local 3260. The Executive shall submit all proposed amendments to the Membership **sixty (60) days prior to the Annual General Meeting (AGM).**

iii. *Group Insurance Trust:*

This **Trust** shall consist of two (2) members for a five (5) year term who will act as **Group** Insurance Trustees in representing the interest of CUPE Local 3260 with respect to:

- life, disability, accidental death or dismemberment;
- medical health care;
- dental care;
- **critical illness insurance;**
- long term disability; and
- medical services of any kind.

The election for Group Insurance Trustee will take place at the Annual General Meeting (AGM), every five (5) years. There shall be one (1) member elected from the East **and** Central East Area during even numbered years, and one (1) member elected from the West **and** Central West Area during the odd numbered years. **Group** Insurance Trustees are eligible for re-election at the end of their term. **Group** Insurance Trustee may resign as Trustee by giving thirty (30) days written notice to the **Group** Trust Chairperson.

Insurance Trustees are required to:

- be familiar with all aspects of the Group Insurance Trust through education and related conferences;
- attend Group Insurance Trust meetings;
- provide a written report to the CUPE Local 3260 Executive Liaison following each meeting;
- direct Members who have questions to the appropriate personnel;
- ensure that all questions and concerns received by the membership are addressed at the next Group Insurance Trust meeting. Any questions or concerns must be forwarded to the Insurance Trustees in writing in advance of each Group Insurance Trust meeting;
- not have the authority to add new products to the benefits package if they result in an additional cost to the Membership. New benefits that result in additional costs will be part of the negotiation process; **and**
- provide an Annual Report on the status of the insurance plan at the Annual General Meeting (AGM);

CUPE Local 3260 Executive Liaison to the Group Insurance Trust:

- are appointed by the Executive following each Annual General Meeting (AGM);
- forward the Insurance Trustees' report to the Executive;
- forward the Insurance Trustees' report to the Members;
- forward the Insurance Trustees' report to the CUPE Local 3260's webpage;
- notify the CUPE Local 3260 Group Insurance Trustees of the dates of Executive meetings; and
- shall not attend the Group Insurance Trust meetings

iv. Health and Safety Committee:

The Health and Safety Committee's Mandate is:

- to promote health and safety by advocating for the prevention of hazards within the workplace.

The Health and Safety Committee's Objectives are:

- to ensure accessibility and inclusions on occupational health and safety matters;
- to recommend and promote health and safety training to members of CUPE Local 3260;
- to promote and raise awareness of health and safety within CUPE Local 3260;
- to provide tools and resources for health and safety to CUPE Local 3260; and
- to report and make recommendations to the CUPE Local 3260 Executive to help ensure a safe and healthy workplace for all members.

It shall be the duty of this Committee to:

- promote health and safety issues at the CUPE Local 3260 Annual General Meeting (AGM) by submitting an Annual Report;
- meet a minimum of two (2) times per year and report to Executive after each meeting;
- support Local, Provincial and National Health and Safety campaigns;
- encourage Members to attend health and safety workshops; and
- act as a resource to CUPE Local 3260 Members.

(v) Membership Engagement Committee:

This will be a Standing Committee that will consist of one (1) member from each of the three (3) CUPE Education Sector Executives of 1770, 1775, and 3260. **The CUPE Local 3260** member will be selected **from** the Executive for a one (1) year term and will be selected at the first Executive **M**eeting following the Annual General Meeting (AGM).

The goal of the Committee is to:

- engage Members;
- build participation;
- communicate effectively;
- continue to improve communications with Members; and
- strengthen **CUPE Local 3260**.

The Membership Engagement Committee will have a meeting to debrief the previous year, discuss and prepare an action plan for the following year.

The Executive must have this Committee on the agenda for Annual General Meeting (AGM) and Executive meetings.

The CUPE Local 3260 Membership Engagement Committee member shall have all committee/event expenses covered.

Plan and hold three (3) annual events per year and events coordinated will be cost shared by the PEI Education Sector Locals 1770, 1775, and 3260.

Each Local of the participating Locals **may** spend a maximum amount of two hundred dollars (\$200) per event. Anything above this amount has to be taken back for Executive approval.

vi. The Making a Difference Award

Elections will take place at the Annual General Meeting (AGM), every two (2) years. There shall be one (1) Member elected from the East **and** Central East Area during even numbered years, one (1) Member from West **and** Central West Area and one (1) Member from La Commission scolaire de langue française (CSLF) shall be elected during the odd numbered years.

The Making A Difference Committee mandate is:

- To acknowledge the outstanding contributions of a permanent CUPE Local 3260 Member.

The Making A Difference Committee Objectives are **to ensure that**:

- all nominees shall be in good standing of CUPE Local 3260;
- it's a member-to-member nomination criterion;
- all nomination letters are to be reviewed by the Committee;
- criteria for nominations include (but are not limited to);
 - caring attitude,
 - goes above and beyond for their student(s) and co-worker(s),
 - **exceptional** team player,
 - demonstrates outstanding service and dedication,
 - life-long professional learner,
 - enriches all students,
 - improves school morale,
 - challenges their students to reach their full potential, and
 - raises the image of CUPE Local 3260.

- the Committee will form a consensus based on the criteria set for this exemplary award;
- the Committee will keep the successful recipient in confidence until the award presentation;
- the successful recipient will receive a gift valued at two hundred dollars (\$200), **thirty dollars (\$30)** for flowers and a personally engraved award plaque along with their nomination letter. An engraved plaque is also presented to the recipient's school to be on display for one (1) year;
- the Committee will submit a write up and picture to **a local newspaper and** the CUPE Local 3260 webpage;
- the Committee will meet a minimum of four (**4**) times a year and report to the Executive after each meeting;
- **to have an** individual plaque and the school engraving for the nameplate **and**
- the Committee will submit an Annual Report for the CUPE Local 3260 Annual General Meeting (AGM).

b) Special Committees:

A Special Ad Hoc Committee may be established for a specific purpose and period of time by the Membership at a meeting. The members shall be elected at this meeting or at another membership meeting or may, by specific authorization of the membership, be appointed by the President or the Executive. Two (2) members of the Executive may sit on any special committee as ex-officio members.

i. *Negotiation Committee:*

This shall be a Special Ad Hoc Committee established at least six (6) months prior to the expiry of the CUPE Local 3260's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed. The function of the Negotiation Committee is to prepare Collective Bargaining Proposals and to negotiate a Collective Agreement. The Negotiation Committee shall consist of seven (7) members: The President; a representative from each area (all elected at a Regular Membership meeting), and a Youth Service Worker (elected among the Youth Service Workers) to represent all PEI. The CUPE Representative(s) assigned to the Local shall be a non-voting member of the Negotiation Committee and shall be consulted at all stages from formulating proposals, through negotiations, and to contract ratification by the membership. The Negotiation Committee shall request proposals from its' members to be

submitted toward the bargaining process. All proposals received from the members shall be compiled by the Negotiation Committee and a copy given to each Area Vice-President (VP) to share with the members at the area meeting called for that purpose.

SECTION 13 – MEMBER IN GOOD STANDING

- (a) A member in good standing is a card-carrying member.
- (b) Only members in good standing shall be permitted to run for office.
- (c) Members who have an issue, concern or complaint they would like **the CUPE Local 3260 Executive** to deal with must submit their issue, concern or complaint in writing to their Area Vice President (**VP**). All submissions will be held in confidence and dealt with accordingly by elected **Officers**. The elected **Officer** who took the submission will respond to the member in a timely manner.

SECTION 14 – RULES OF ORDER

- (a) All meetings of **CUPE Local 3260** shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules to ensure free and fair debate are appended to **CUPE Local 3260 Bylaws** as Appendix “A”. These rules shall be considered as an integral part of the **Bylaws** and may be amended only by the same procedure used to amend the **Bylaws**.
- (b) In situations not covered by Appendix “A”, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot’s Rules of Order shall be consulted and applied.

SECTION 15 – AMENDMENT

- (a) **CUPE Local 3260 Bylaws** are always subordinate to the CUPE Constitution (including Appendix “B”) as it now exists or may be amended from time to time. In the event of any conflict between **CUPE Local 3260 Bylaws** and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- (b) **CUPE Local 3260 Bylaws** shall not be amended, added to, or suspended except upon a majority vote of those present and voting at the Annual General Meeting (AGM) following a seven (7) days notice at a previous meeting or at least sixty (60) days written notice.

- (c) No change in **CUPE Local 3260 Bylaws** shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

APPENDIX “A”

RULES OF ORDER

1. The President or, in their absence the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence, a President pro-term shall be chosen by the Local.
2. No member, except the Chairperson of a Committee making a report or the mover of a resolution, shall speak more than five (5) minutes or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question forthcoming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask “Is the Local ready for the question?”. Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the Presiding Officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment or amendment to an amendment, which is a direct negative of the resolution, shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds (2/3) vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those which accept or adopt the report of a Committee, shall, if requested by the Presiding Officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.

10. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the Presiding Officer, but, except to state that they rise to a point of order or on a question of privilege, they shall not proceed further until recognized by the Chair.
11. When two or more members rise to speak at the same time, the Presiding Officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined, if it is decided they are in order, they may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The Presiding Officer shall have the same rights as other members to vote on any question. In case of a tie, they may in addition give a casting vote, or if they choose, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except:
 - 1) to adjourn;
 - 2) to put the previous question;
 - 3) to lay on the table;
 - 4) to postpone for a definite time;
 - 5) to refer;
 - 6) to divide or amend

which motions shall have precedence in the order named. The first three (3) of these shall be decided without debate.

18. A motion for the previous question, when regular moved and seconded, shall be put in this form: "Shall the main question now be put?". If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.

APPENDIX “B”

CUPE Local 3260 Gifts and Donations Policy (revised **May 6th, 2022**)

If a member of **CUPE** Local 3260 passes away flowers and a donation will be sent to a maximum of one hundred dollars (\$100). If flowers are not permitted the one hundred dollars (\$100) will go towards a donation.

When a member has **suffered a loss in** their immediate family or a **presently assigned** student a donation or flowers will be sent to a maximum of fifty dollars (\$50). Immediate family consists of spouse, child or parent.

If a retired member of CUPE Local 3260 passes away a donation will be made of fifty dollars (\$50) for a retired member.

There will be representation from the Executive of CUPE Local 3260 at the wake **or** funeral (expenses will be covered).

Donations

When a request is put **forth** excluding yearly events already approved (i.e., Special Olympics, Global Justice Fund) donations may be approved to the following groups:

- strikers – amount determined by the Executive depending upon financial status;
- relief funds – amount determined by the Executive depending on financial status;
- benefits/fundraising request – amount determined by the Executive depending upon financial status;
- Christmas donations – amount determined by the Executive depending upon financial status.

All monies collected through 50/50 activities shall be donated to the **CUPE Local 3260 Bursaries**.

APPENDIX “C”

CUPE Local 3260 Member Education Policy (revised **May 6th, 2022**)

Members interested in taking CUPE National, Federation of Labour or Canadian Labour Congress (CLC) educational courses must submit their name to their Area Vice-President (**VP**) by the Local’s deadline. The Area Vice-President (**VP**) will then submit their name to the Executive for approval.

The CUPE Local 3260 President and Secretary-Treasurer will meet to determine an educational budget for each year based on the past years’ experience, need and funds available. This budget will be shared for approval with the Executive, then reported to the members at the Annual General Meeting (AGM).

Members will be selected based on the following criteria:

- names submitted to the Area Vice-President (**VP**) before the deadline;
- past education attendance;
- committee/activism within the Local;
- dynamics of individual situations;
- maximum to attend an educational will be five (5) members. In addition, Executive members will be considered for an educational based on need; **and**
- **pending Employer approval.**

Area Vice-Presidents (**VP**) will contact members from their area who have been approved to go to the education. **President will submit approved names from Vice-Presidents (VP) for approval from Human Resources (HR).**

It is the responsibility of the members when approved, to attend the entire education.

In cases of school cancellations, by the Public Schools Branch (PSB) or La Commission scolaire de la langue française (CSLF), the educational will be cancelled.

In cases of delays by the Public Schools Branch (PSB) or La Commission scolaire de la langue française (CSLF), the educationals will be delayed. Participants are expected to arrive when safe to do so.

If there are numerous applicants for a certain educational, CUPE Local 3260 will look at planning an additional educational for members in an effort to meet the needs of those who submitted application to attend.

Expenses Covered:

- substitute cost for time away from work as needed (if members can return to work or leave work to attend a school, based on the time of the educational, this is an expectation);
- mileage **as** per Section 9;
- meals as per Section 9;
- **virtual allowance as per Section 9; and**
- registration fees (if applicable) will be paid by the **Secretary-Treasurer** when selected participants are registered.

APPENDIX “D”

CUPE LOCAL 3260 **Technology Policy** (revised May 6th, 2022)

Data Protection and Security

- all users must **submit their email**, Apple ID and password. The President, Recording Secretary or Secretary Treasurer should have access to the password in the event of the holder becoming incapacitated or passes away;
- do not use your personal Apple ID on the device;
- use only business applications;
- back up of the CUPE Local 3260 device is required of its' content on a regular basis. Items deleted from the CUPE Local 3260 device cannot be recovered;
- you must not jailbreak the CUPE Local 3260 device, or otherwise hack, or tamper with it; and
- upon completion of term the CUPE Local 3260 device will be restored to factory mode for the next user.

User Responsibility

- a protective case should be used if the CUPE Local 3260 device requires one;
- handle the CUPE Local 3260 device with care and respect. Do not throw, damage, place heavy items on or intentionally drop the CUPE Local 3260 device;
- only approved cleaning materials can be used to clean the CUPE Local 3260 device, such as laptop/tablet sprays for screens and microfiber cloths;
- always keep the CUPE Local 3260 device safe and secure, knowing where the CUPE Local 3260 device is at all times; and
- the CUPE Local 3260 device is not to be loaned.

Lost, Damaged or Stolen Device

- if the CUPE Local 3260 device becomes lost or stolen, report it to your Executive as a matter of urgency;
- if the CUPE Local 3260 device has become damaged, report it to your Executive as a matter of urgency; and
- you must not carry out repairs on any device without Executive approval.

Safeguarding, E-Safety and Personal Use

- do not take photographs of others without their express permission;
- all CUPE Local 3260 devices are strictly forbidden to be used for creating, storing, accessing, viewing, downloading, distributing, sending and uploading inappropriate content or materials;

- you are forbidden from utilizing the CUPE Local 3260 device to partake in illegal activities of any kind; and
- the CUPE Local 3260 device and any content are subject to routine and ad-hoc monitoring by your Executive. You must hand over the CUPE Local 3260 device upon request by the President, Recording Secretary or Secretary-Treasurer.

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Personal Use

- the CUPE Local 3260 device is not permitted for personal use. It has been provided for union-related use only;
- computer files provided by the Executive are to be used for union business purposes only;
- all computer passwords and codes must be available to the President, Recording Secretary or Secretary-Treasurer;
- after each Annual General Meeting (AGM) an inspection of each CUPE Local 3260 device will be performed. The following will be examined: password use, good working order (i.e.) damage, use of appropriate applications, use of approved cleaning materials and chargers;
- CUPE Local 3260 will maintain an appropriate amount of insurance to fully cover the device; and
- the user is responsible for the device, its' whereabouts until returned with the understanding that normal wear and tear is understood. The user may be liable for its' repair or replacement if found negligent in its' use.

APPENDIX “E”

CUPE Local 3260 Bursary Policy (May 6th, 2022)

Terms of the CUPE Local 3260 Bursary:

- CUPE Local 3260 has established this Bursary.
- The value of the bursary will be a maximum of five hundred dollars (\$500).
- Ten (10) bursaries shall be awarded Island wide annually.
- Individuals can apply yearly, however, bursaries will be awarded to a successful applicant "only once."
- The selection is to be made by CUPE Local 3260 Executive by a random draw to be held at the Annual General Meeting each year.
- Non-winning ballots will be kept in the event a recipient does not meet all the qualifications to be awarded the Bursary.
- Alternate name(s) shall be drawn at random by CUPE Local 3260 Executive.
- Cheques will be issued after the successful bursary winner provides Proof of Enrollment from the Registrar's Office.

Role of CUPE Local 3260 Executive and Members:

- The application form and guidelines shall be reviewed and edited as needed annually with any changes approved by CUPE Local 3260 Executive.
- CUPE Local 3260 Area Vice Presidents will notify each applicant to confirm that the application form was received prior to the established deadline and completed satisfactorily.
- CUPE Local 3260 Executive shall meet prior to the Annual General Meeting to verify the application forms and prepare the ballots for the draw. Ballots shall be sealed and initialed in a secure envelope by the Executive.
- CUPE Local 3260 President will contact each member who had application drawn at Annual General Meeting to see if their child is graduating from a high school. The Graduate's high school guidance counselor will receive a letter to acknowledge the Graduate being the successful winner.

Bursary winners will be acknowledged the night of high school graduation.

- **The Bursary Winner must provide the CUPE Local 3260 Area Vice President with Proof of Enrollment from the Registrar’s Office before the established deadline.**
- **CUPE Local 3260 Executive shall meet following the established deadline to verify proof of enrollment letters. Cheques will be written and distributed following the deadline.**
- **CUPE Local 3260 Executive is responsible for retaining application forms and proof of enrollment letters from year to year. They shall be the property of CUPE Local 3260 and held in the strictest confidence.**

Qualifications of the Recipient:

- **An applicant must be a Permanent member in good standing of CUPE Local 3260. A member’s probation period must be successfully completed by the application deadline.**
- **An applicant could also be the spouse or child (natural, adopted, stepchildren or a child under legal guardianship) of a permanent member.**
- **An applicant must be enrolled in an academic or vocational education program (anywhere and not limited to PEI institutions).**
- **The successful applicant must provide Proof of Enrollment from a recognized academic or vocational university or college.**
- **Completed application forms and proof of enrollment must be submitted by email or in person to Area Vice President (VP).**